

**Wisconsin Public Library Consortium**  
**Organizational Bylaws**  
**December 2002**  
*Initial Revisions October 31, 2007*  
*Additional Revisions December 11, 2007*  
*Revised December 2, 2009*

**Article 1 – Name and Authority**

The name of the organization shall be the Wisconsin Public Library Consortium (hereinafter referred to as WPLC or the Consortium). The WPLC is created and organized as a contractual agreement between and among Wisconsin public libraries and Wisconsin public library systems who are Partners in the WPLC services.

**Article 2 – Purpose and Mission**

WPLC was created and is intended for the following purposes:

1. To provide Wisconsin citizens with access to a collection of electronically published materials in a wide range of subjects, from expensive reference titles to recreational reading materials, which they may access from home, work or school or from any library in the Consortium.
2. To undertake such other projects, primarily concerned with research and development and/or new technologies, as the Consortium shall from time to time determine.
3. To increase public awareness about the availability and advantages of electronic materials and such other projects and services as the Consortium may from time to time undertake.
4. To increase public library staff understanding of new technologies and other Consortium undertakings, and to develop training programs so that staff may help the public understand and use these products and services.
5. To maintain a decision-making and fiscal model for public library cooperation that will allow libraries to collaborate to explore and implement new information technologies and issues, sharing the costs as well as the knowledge and resources.

**Article 3 - Membership**

1. Membership shall be open to all Wisconsin libraries and library agencies. Members shall be designated either as Partners or as Affiliates.

2. Partners are those Wisconsin public libraries and Wisconsin public library systems who are investors in the WPLC services.

3. Affiliate Members include any Wisconsin library and agency other than public libraries and public library systems who purchase access to the WPLC services and/or any library or agency of any kind, which contract with the WPLC only for any goods or services provided by the WPLC.

4. Partner startup fee: this startup fee represents the initial sum required from new members who are either Wisconsin public libraries or Wisconsin public library systems to "buy in" to WPLC at the full Partnership level. This sum pays for use of the existing shared electronic services, expansion of these services to enable usage by new members without service denigration, and a seat on the WPLC Board. This sum covers the entire first 12 months of membership. Membership is set at four levels based on service area population. Population shall be determined according to the most recent edition of the Wisconsin Library Service Record published by the Department of Public Instruction. The startup fees indicated below may be changed at any time by majority vote of the partners present at any duly noticed WPLC Board meeting at which a quorum is present. They are indicative of the ratio among the levels of membership and startup fees will be assessed based on this ratio.

Level 1: (Service Area Population up to 300,000)	\$8,000
Level 2: (300,001 to 600,000)	\$12,000
Level 3: (600,001 to 900,000)	\$15,000
Level 4: (Over 900,001)	\$20,000

5. Ongoing Partner Assessment: The WPLC Board sets an annual budget and assesses the sums for the various population levels required to fund this budget. Each Partner must either pay the annual assessment adopted in order to continue to participate as a Partner, or opt out of WPLC Partnership status, thereby giving up access to the shared services as well as a seat on the WPLC Board. If a Partner (for instance, a public library system) chooses to drop out of the Consortium, any member or group of members of that Partner organization (for instance, one or more system member public libraries) may pay the annual assessment, retain full access to the shared services, and take over that Partner's seat on the WPLC Board. Partners that do opt out of the WPLC, but wish to return to the group at a later time will be assessed a "rejoining" fee. This fee will be determined on a case by case basis by majority vote of the remaining WPLC Board members.

6. Affiliate Startup Fee: this startup fee represents the initial sum required from new members who are Wisconsin libraries and agencies other than public libraries and public library systems to "buy in" to WPLC at the Affiliate level. This sum pays for use of the existing shared electronic services,, expansion of these services to enable usage by new members without service denigration, and such other overhead costs as the WPLC Board shall require. This sum does not purchase either a seat or a vote on the WPLC Board. The startup fees indicated below

may be changed at any time by majority vote of the partners present at any duly noticed WPLC Board meeting at which a quorum is present.

School District without a High School	\$750
High School (regardless of size)	\$750
District with Multiple High Schools	\$750 per High School up to a maximum of \$3,000
Other than School Libraries	Fee set by the WPLC Board on a case by case basis

7. Ongoing Affiliate Assessment: The WPLC Board will annually set an assessment for each Affiliate member required for continued access to the shared electronic services. From year to year, this assessment will increase by no more than the rate of the Consumer Price Index (urban) or by the percentage increase in the number of holdings in the shared electronic services, whichever is greater. Each Affiliate must either pay the annual assessment adopted in order to continue to participate as an Affiliate, or opt out of WPLC Affiliate status and thereby give up access to the shared services. If an Affiliate (for instance, a school district) chooses to drop out of the Consortium, any member or group of members of that Affiliate organization (for instance, one or more district member high schools) may pay the annual assessment and retain full access to the shared services. Affiliates that do opt out of the WPLC, but wish to return to the group at a later time will be assessed a “rejoining” fee. This fee will be determined on a case by case basis by majority vote of the WPLC Board members.

8. Projects Other than the Shared Electronic Services: The WPLC Board may, from time to time, choose to undertake projects other than the shared electronic services. Such projects may include, but are not limited to, the creation of additional shared collections or services, and research and development projects concerning technologies or other matters of interest to the library community. The board may fund part or all of these projects from WPLC funds, seek funding from outside sources, and/or undertake such projects on a shared cost basis. The WPLC Board may choose to invite Affiliate members or nonmember institutions to participate in such projects on a cost recovery basis (including both direct project costs and WPLC overhead).

#### **Article 4 – WPLC Board**

1. All official business of the WPLC is conducted by the WPLC Board.

2. The WPLC board shall meet not less than quarterly, at a time and place to be set by the WPLC Board, and noticed to the Partners not less than two weeks before the date of the meeting. One meeting per year shall be designated as an annual meeting, at which several representatives from each Partner shall be encouraged to attend. In addition to other business, this meeting shall be used to evaluate the activities and progress of WPLC to date and to

consider the future of the Consortium. Any three or more Partners can call for a special meeting of the WPLC Board at any time, upon at least two weeks notice.

3. The Board shall consist of one voting representative from each of the Partners. Each Partner shall designate its own voting representative, and may change that voting representative at any time. Partners may send more than one representative to participate in the deliberations of the Board, but each Partner shall have only one vote.

4. Meetings shall be run in accordance with the most recent edition of "Robert's Rules of Order."

5. **a.** WPLC may annually hire a project manager who, among other duties, shall be responsible for creating each meeting agenda, seeking input from and informing the Partners, chairing the meeting, creating the meeting minutes, and ensuring that decisions made in the meeting are carried out in a timely manner.

**b.** Alternatively, WPLC may choose to annually elect a Chair who shall preside at all Consortium meetings, create each meeting agenda - seeking input from the project manager and from the Partners - and a Recording Secretary who shall create meeting minutes. WPLC shall then annually hire a project manager who, among other duties, shall be responsible for seeking input from and informing the Partners, and ensuring that decisions made in the meeting are carried out in a timely manner.

**c.** If alternative b is ever chosen, the Chair and the Recording Secretary shall be elected from among the Partners at the first meeting of each calendar year.

**d.** If a candidate is not found for a Recording Secretary, then one of the WPLC partners present at any meeting of the WPLC shall volunteer to record the minutes of the meeting and prepare them for distribution to the WPLC partners.

6. A quorum of the board shall consist of a simple majority of the Partners.

## **Article 5 – General Operating Principles**

1. The WPLC Board retains full decision-making authority regarding the assessment of Consortium fees and expenditure of funds collected from members and in determining eligibility for participation in the Consortium Shared Services and for such other projects as the Consortium may from time to time undertake.

2. All Consortium members will have access to all shared electronic services purchased by the Consortium unless otherwise restricted by the vendor. The Consortium members agree that access will only be made available to the Consortium membership participating in the shared electronic service.

3. All Consortium members who choose to offer remote (i.e., outside the library) access to these materials must make such access available in accordance with methodologies determined by the WPLC Board. Each Partner who chooses to offer remote (i.e., outside the

library) access to these materials must make such access available in and to the entire population of the partner's area.

4. The WPLC Board will contract annually with one of the Partners or another agency of its choosing to act as its agent and business manager on such terms as are mutually acceptable.

5. WPLC will invoice members as promptly as possible for annual assessments and other goods and services as required. Payment of such invoices is due within 60 days.

6. The WPLC Board may form any committees and/or task forces that it deems necessary to its operation, and dissolve any such subgroups that it deems no longer necessary. All subgroups are advisory to the WPLC Board. The WPLC Board must ratify recommendations or decisions of all subgroups.

7. The WPLC Board may from time to time either undertake projects of various sorts or entertain member requests to undertake such projects. The WPLC Board retains full decision making authority regarding such projects, including any grant funds to be allotted to them, who may participate, at what cost, and on what terms.

8. The WPLC Board or its appropriate subgroup will develop guidelines to accompany these operating principles. These should include materials selection methodologies and policies, the determination of circulation periods, and so forth.

9. The WPLC Board may develop additional operating principles as required.

#### **Article 6 - Dissolution**

1. If the Partners ever decide not to continue any activities as the Consortium shall have undertaken, then any funds set aside for such activities (other than any legally restricted funds such as grants received or outstanding debts arising from such activities), will be apportioned to current Partners and Affiliate Members prorated in such a way as the WPLC Board shall determine.

#### **Article 7 - Amendments**

1. These Bylaws, except as otherwise specified in this document, may be amended at any meeting of the WPLC Board where a quorum is present by a two-thirds vote of the members present, providing a copy of the proposed amendment was distributed to the WPLC partners and Board at least two weeks prior to the next scheduled Board meeting. These Bylaws shall be reviewed every four years, beginning in the year 2003.